

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

31444
AUG 27 2015

AFTER RECORDING MAIL TO:

CHILTON LOGGING, INC.
1760 Downriver Drive
Woodland, WA 98674

PAID # 555.80
Vickie Chelland, Treasurer
SKAMANIA COUNTY TREASURER

Grantor: THOMAS BOYD AUSTIN

Grantee: CHILTON LOGGING, INC.

Assessor's Property Tax Parcel Acct Number(s): 04072620030100 *Ym 8/26/15*

Abbreviated Legal Description: Lot 2, Austin SP Bk 3 p. 136 SEC 26 T4N R7E WM

TIMBER DEED

THE GRANTOR, THOMAS BOYD AUSTIN, an unmarried man who acquired title as BOYD W. AUSTIN, for and in consideration of Thirty-Six Thousand and no/100 Dollars, conveys and warrants to CHILTON LOGGING, INC., a Washington corporation, Grantee, all of Grantor's right, title and interest in and to any and all timber standing or down and being upon that real estate located in Skamania County, Washington described as follows:

SEE ATTACHED EXHIBIT "A."

The Grantee herein shall have the right to enter upon said property for purposes of cutting, yarding, loading, hauling and selling all said timber until the date set forth hereinbelow. The right to enter shall include the right to cross all easements to property held by Grantor and shall include the right to construct roads, haulways and landings as are reasonably necessary for the harvesting and removing of said timber from the property.

Upon request, the undersigned Grantor, its assigns and successors at interest, shall sign the timber harvest application/permit/transfer that Grantee will prepare for the harvesting of timber from said parcel. All timber is to be harvested.

This conveyance is not intended to, nor does it convey, any rights in and to the within described real estate.

Grantor covenants and warrants that such conveyance to Grantee of the Timber and such appurtenant rights of entry and utilization of the real property are free of encumbrances except for the following exceptions: None. Said conveyance to the said Grantee, its successors and assigns, is upon the following terms and conditions:

1. Grantee shall pay all real property taxes, if any, separately assessed against the Timber. Grantor shall pay all real property taxes assessed against the Land, including any tax due relating to the forest land deferral status of the Land. Grantee shall pay all the transfer tax of the Timber received by Grantee under this Timber Deed, all costs, expenses, fees and taxes pertaining to the ownership, management, cutting, harvest or sale of the Timber,

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including, without limitation, logging and hauling costs, timber excise, severance and harvest taxes, permits and notifications. Grantee shall also be responsible for and pay the costs of any fire trails, clearing, fire protection, abatement or suppression activities, road haul signs, construction, repair and restoration of landings, skid roads, logging roads, slash piling and spreading, reforestation, and other activities that Grantee reasonably deems necessary in connection with managing, harvesting or removing the Timber, with all activities by Grantee to comply with all applicable State and Federal regulations. Notwithstanding the foregoing, Grantee shall not be responsible for burning any slash piles.

2. Grantor shall not have the right to terminate this Timber Deed or any of Grantee's rights.
3. In the event any suit or action is instituted to enforce any terms or conditions in this Timber Deed, the prevailing party shall be entitled to an award of its costs and attorneys' fees.
4. The terms and conditions of this Timber Deed shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If Grantor conveys title to the real property to any third party (the "Successor"), then from and after the date of such conveyance (1) Grantor shall have no further benefits, rights, duties or obligations under this Timber Deed; (2) the Successor shall have all the rights and benefits of the Grantor hereunder and all of the obligations of Grantor hereunder.

All Timber and other rights conveyed hereby shall expire midnight August 19, 2017, at which time the title to any timber or logs not theretofore removed from the property shall revert back to the Grantor or fee owner of said property as appropriate.

Dated August 19, 2015.

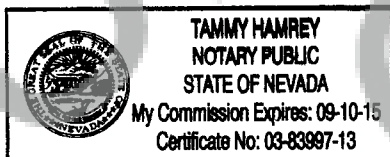
Thomas Boyd Austin
THOMAS BOYD AUSTIN

STATE OF NEVADA

COUNTY OF Mineral } ss

I certify that I know or have satisfactory evidence that THOMAS BOYD AUSTIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated August 19, 2015.



Tammy Hamrey
Notary Public in and for the State of Nevada
Residing at
My appointment expires:

EXHIBIT "A"

THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

INCLUDING THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTH FROM THE CENTERLINE OF THE COUNTY ROAD DESIGNATED AS HEMLOCK ROAD; AND

EXCEPT THAT PORTION OF THE NORTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER NORTH FROM THE CENTERLINE OF SAID HEMLOCK ROAD; AND

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE HEMLOCK ROAD WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 26; THENCE SOUTH ALONG SAID EAST LINE 150 FEET; THENCE WEST 60 FEET; THENCE NORTH 150 FEET, MORE OR LESS, TO THE CENTERLINE OF SAID ROAD; THENCE EASTERLY FOLLOWING THE CENTERLINE OF SAID ROAD TO THE POINT OF BEGINNING; AND

EXCEPT RIGHT OF WAY FOR COUNTY ROAD KNOWN AND DESIGNATED AS HEMLOCK ROAD (COUNTY ROAD 2141), AS RECORDED BOOK 58, PAGE 500, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND

SUBJECT TO EASEMENT FOR COUNTY ROAD KNOWN AND DESIGNATED AS HEMLOCK ROAD AS RECORDED BOOK 59, PAGE 3, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Skamania County Assessor

Date 8-26-15 Parcel# 04-07-26-2-0-0301-00
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